



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:
Robert B. Gianni

Serial No.: 09/965,484

Filed: September 26, 2001

For: Method and Apparatus for
Powering-On a Computer-Based
System Via a Network Interface

§ Group Art Unit: 2181

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Examiner: Unknown

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Atty Dkt.: 5681-61002

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I hereby certify that this correspondence is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date indicated below:

B. Noël Kivlin

Name of Registered Representative

4-15-03

Date

Signature

**POWER OF ATTORNEY BY ASSIGNEE
AND REVOCATION OF PREVIOUS POWERS**

Commissioner for Patents
Washington, D.C. 20231

Sir:

SUN MICROSYSTEMS, INC., ("assignee"), a Delaware corporation having a place of business at 4150 Network Circle, Santa Clara, California 95054, certifies that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the above-referenced patent and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment documents that evidence the placement of title in the assignee, true and correct copies of which are attached hereto, and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office.

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints

I hereby revoke any previous Powers of Attorney and appoint

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each of said attorneys being employed by Sun Microsystems; and

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each of said attorneys or agents being a member or an associate of the firm of Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., as attorney or agent for so long as they remain with such company or firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Letters Patent.

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to: B. Noël Kivlin
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
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Assignee of Interest Sun Microsystems, Inc.
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Santa Clara, California 95054

Dated: April 7, 2003

By: [Signature]
Name: Noreen Krall
Reg. No.: 39,734
Title: Director of Intellectual Property,
Hardware and Systems

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NO. 2029 1.2

PATENT

ATTY DOCKET NO. A-61072
SUN MICROSYSTEMS REF. P796

Flehr Hohbach Test
Albritton and Herbert
4 Embarcadero Center
Suite 3400
San Francisco, CA 94111-4187

ASSIGNMENT

Whereas,

7,922 Robert R. Gianni residing at ^{107 WORCESTER LANE, LOS GATOS,}
~~3491 Speno Drive, San Jose,~~
~~CA 95117~~ (hereinafter referred to individually and collectively
as "Inventor") invented certain new and useful improvements in:

METHOD AND APPARATUS FOR POWERING-ON A COMPUTER-BASED SYSTEM VIA A NETWORK INTERFACE

and executed therefore an application for Letters Patent of the
United States and

[X] having an oath or declaration executed on even date herewith
bearing Serial No. 08/449,085 and filed on July 6, 1995

[] issued as a Patent No. _____ on _____

Whereas, SUN MICROSYSTEMS, INC. (hereinafter "Assignee"),
a corporation of DELAWARE, having a principal place of business
at 2550 Garcia Avenue, Mountain View, CA 94043-1100, is desirous
of acquiring the entire right, title, and interest in and to said
invention, said application, and the letters patent to be
obtained therefor:

Now, therefore, for and in consideration of One Dollar and
other good and valuable considerations, to Inventor in hand paid,
the receipt and sufficiency whereof are hereby acknowledged,
Inventor has sold, assigned, and set over and by these presents
does hereby sell, assign, and set over unto Assignee and
Assignee's legal representatives, successors and assigns, the
entire right, title, and interest in and to said invention, said
application, and the letters patent, both foreign and domestic,
that may or shall issue thereon; and Inventor does hereby
authorize and request the Commissioner of Patents and Trademarks
to issue said Letters Patent to the above-mentioned Assignee
agreeably with the terms of this assignment.

Inventor hereby authorizes the above-mentioned Assignee or
its legal representative to insert in this instrument the filing
date and serial number of said application or any other
information that may be necessary or desirable in order to comply
with the rules of the United States Patent and Trademark Office
for recordation of this document.

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Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 7/13/95By: Robert R. Gianni
Robert R. Gianni
Inventor

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